

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

theGROUP DC, LLC

2. Registration No.

6388

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement for the period ending _____☐ Other purpose (*specify*) _____☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Retainer Agreement

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

At time of filing Exhibit B, Registrant had no formal written agreement and checked box #4. Registrant and foreign principal have since entered into a formal written contract and have attached it to this amendment.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

November 09, 2016

/s/ Arthur R. Collins

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

REPUBLIC OF TRINIDAD AND TOBAGO

RETAINER AGREEMENT

THIS AGREEMENT is made this 31st day of October, 2016 between **SUZETTE TAYLOR-LEE CHEE**, Acting Permanent Secretary, Ministry of Finance (which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary, Ministry of Finance) acting herein for and on behalf of the **GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO** (hereinafter referred to as "GORTT") of the One Part and **THE GROUP DC LLC** a firm with its registered office at 1730 Pennsylvania Avenue NW, Suite 500, Washington D.C. 20006, United States of America (hereinafter referred to as "the Consultant") of the Other Part.

The GORTT and the Consultant being referred to individually as a "Party" and collectively as "the Parties"

WHEREAS:

- (1) GORTT is desirous of obtaining consultancy services for the provision of lobbying services on its behalf, to further promote investments and improve legislative and other relations with the United States of America (hereinafter called "the Services") which services are more particularly described in the Terms of References hereto annexed and marked Appendix "B".
- (2) The Consultant having represented to GORTT that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The GORTT **HEREBY APPOINTS** the Consultant and the Consultant **HEREBY ACCEPTS THE APPOINTMENT** to act as Consultant to GORTT for the performance of the said services in accordance with this Agreement.
2. (1) In consideration of the due performance and satisfactory completion of the Services, GORTT shall pay to the Consultant a fee of One Million Two Hundred

Thousand US Dollars (\$1,200,000 US) per year in equal quarterly payments of Three Hundred Thousand US Dollars (\$300,000.00 US).

(2) The First quarterly payment shall be due and payable not more than three (3) Business days after the Effective Date of this Agreement.

(3) The second and all other subsequent quarterly payments during each year of the Term of this Agreement shall be made after the submission and approval of the quarterly reports in accordance with Clause 16.

3. The following appendices shall comprise the contract documents and shall be deemed to form and to be read and construed as part of this Agreement viz:

- (i) Letter of Invitation dated 30th September, 2016 hereto annexed and marked "A";
- (ii) Bid Package and Terms of Reference hereto annexed and marked "B";
- (iii) Proposal in Response to the Terms of Reference dated 3rd October, 2016 hereto annexed and marked "C";
- (iv) Letter from the Consultant dated 7th October, 2016 hereto annexed and marked "D"
- (v) Letter of Award dated 18th October, 2016 hereto annexed and marked "E".

In the event of any inconsistency or conflict between this Agreement and any of the appendices hereinabove referred to this Agreement will take precedence.

4. Each Party warrants its power to enter into this Agreement and has obtained all the necessary approvals to do so.
5. Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement may be taken or executed on behalf of GORTT by the Permanent Secretary, Ministry of Finance or his /her designated representative.
6. Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement may be taken or executed on behalf of the Consultant by the Managing Partner or his/her designated representative.
7. The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.
8. This Agreement becomes effective on the date the final signature is affixed hereto (hereinafter referred to as the "Effective Date").
9. The Term of engagement shall be for a period of Two (2) years from the Effective Date, and remain in effect for the duration of the Term unless the Parties otherwise agree to terminate this Agreement.

10. It is understood that the Consultant may be required under applicable United States of America law, to register its representation of GORTT with the Government of the United States of America; and further that the Consultant will comply with all the requirements of the laws of the United States of America.
11. During the term of engagement, the Consultant shall devote its attention to the provision of the Services and shall at all times act with due diligence and efficiency and in accordance with the Terms of Reference hereto annexed and marked "B".
12. The Consultant shall throughout the term of engagement and following its termination maintain the strictest secrecy vis-a-vis third parties in respect of information; data or documents acquired or brought to its notice during the provision of the Services.
13. The Consultant shall exercise all reasonable skill, care and diligence in the discharge of its duties under this Agreement and shall carry out all its responsibilities in accordance with the highest professional standards of its profession.
14. The Consultant shall always act in respect of any matter relating to this Agreement, as faithful advisers to GORTT and shall at all times support and safeguard GORTT's legitimate interest in dealing with third parties.

15. The Consultant shall hold the GORTT interest paramount without any consideration for future work and strictly avoid conflict with other assignments or its own interest.
16.
 - (1) The Consultant shall submit reports in accordance with the said Terms of Reference hereto annexed and marked "B"
 - (2) The "assigned designate" referred to in the Terms of Reference shall be the Permanent Secretary, Ministry of Finance.
17. The Consultant, within forty -five (45) days from the Effective Date will meet with each of the following agencies respectively (Ministry of National Security, Ministry of Energy and Energy Industries, Ministry of Foreign Affairs and CARICOM and Ministry of Finance) and formulate an implementation strategy and plan with time tables for each deliverable in respect of the Services for submission to the Office of the Prime Minister.
18. The remuneration of the Consultant pursuant to Clause 2 shall constitute the Consultant's sole remuneration in connection with this Agreement. The Consultant shall not accept for its own benefit, any trade, commission, discount or similar payment in connection with activities pursuant to this Agreement, or in the discharge of its obligations hereunder.

19. All data, studies and other documents prepared by the Consultant or obtained from any source in connection with the Consultant's work in pursuance of its obligations hereunder, shall become and remain the property of GORTT and the Consultant, not later than upon completion or termination of this Agreement, shall deliver to the Office of the Prime Minister all such data and documents together with a detailed inventory thereof. The Consultant may retain copies of such data and documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of GORTT.
20. The Consultant shall be liable to the GORTT for the performance of the Services in accordance with the provisions of this Agreement and for any loss suffered by the GORTT as a result of any default of the Consultant in such performance.
21. The Consultant shall take out and maintain at their own cost insurance for professional negligence, malpractice and/or public liability of the types necessary to protect it from any suits or, claims arising from any provision herein and specifically providing for coverage of the GORTT as a named Insured.
22. Either Party may terminate this Agreement if (i) the other Party is in material breach or fails to perform any of its material obligations under this Agreement; and (ii) after receiving written notice of such material breach, fails to remedy the material breach, at issue within thirty (30) days. Upon the expiration of such period and in the absence of a mutually agreeable cure of the material breach, this Agreement shall terminate

unless the Parties agree in writing to continue their engagement. For the purposes of this Clause, the claim by either Party that a material breach and/or a failure to perform a material obligation has occurred shall only be made in those circumstances in which the other Party's misrepresentations, willful acts or omissions, either singularly or in the aggregate, have a material adverse effect on the objectives or Services outlined herein. Termination by either Party pursuant to this Clause shall be without prejudice to any rights already accrued under this Agreement.

23. The Consultant shall have the status of an independent contractor throughout the Term of this Agreement. The Consultant shall be solely responsible for the payment of any and all federal, state and local taxes of any kind resulting from the Services provided by the Consultant or its employees or agents hereunder. GORTT shall not be required to pay any unemployment, worker's compensation or any other insurance on behalf of the Consultant or any of the Consultant's employees or agents.

24. Each Party shall protect, defend, indemnify and hold the other Party and its agents harmless from and against all losses and liabilities of every kind and character which may be alleged, asserted or claimed relating to or arising out of (i) the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by the other Party herein; (ii) the other Party's performance of this Agreement; or (iii) the fact that the Consultant is providing the Services as set forth in this Agreement, regardless of whether the Consultant is currently performing such Services if the other Party acted in good faith under this Agreement and had no

reasonable cause to believe its conduct was unlawful. Notwithstanding the foregoing, neither Party shall be obligated to indemnify the other party for acts or omissions involving such other Party's fraudulent, dishonest, or willful misconduct.

25. The Parties shall be excused from performing any obligations under this Agreement that are prevented or delayed by any occurrence not within their control, including but not limited to events of war, insurrection, or acts of God beyond the control of the Parties or man, or orders of any government authority.
26. This Agreement, including all appendices affixed hereto, shall constitute the entire Agreement between the GORTT and the Consultant. The terms and conditions set forth herein shall not be amended or modified except in writing and executed by both Parties.
27. The Consultant will be bound to maintain the highest levels of confidentiality and integrity in the execution of the Scope of Services as outlined in the Terms of Reference. The Consultant shall not unless otherwise authorized, divulge to any person(s), firm(s), Company (ies) or otherwise any information shared by the Office of the Prime Minister.
28. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Agreement. Such term or

provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable.

29. The failure to insist on strict compliance with any of the terms, provisions or conditions of this Agreement or the failure to exercise any right or privilege shall not operate or be construed as a waiver thereof, or of any subsequent breach thereof, or as a waiver of any other terms, provisions, conditions, privileges or rights.

30. (1) The Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Trinidad and Tobago.

(2) Any proceeding arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.

31. (1) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

(2) If after twenty eight (28) days the parties have failed to resolve a dispute arising out of this Agreement ("the Dispute"), either of them shall serve notice on the other giving particulars of the Dispute and request a meeting to attempt to reach an

amicable resolution of the Dispute. The parties agree to negotiate in good faith for the resolution of the Dispute during a period of up to fourteen (14) days from the receipt of such notice ("the Negotiating Period").

(3) If the parties fail to resolve the Dispute between themselves during the Negotiating Period the parties may refer the same to a mutually agreed independent mediator, duly registered with the Mediation Board of Trinidad and Tobago in accordance with the Mediation Act Chapter 5:32, for non-binding mediation.

(4) If after fourteen (14) days from the date of reference of the Dispute to mediation or such further period as the parties may agree in writing, the parties fail to resolve the Dispute by mediation, or if the parties do not proceed to mediation, either of the parties may submit the Dispute to an arbitrator be agreed upon by both parties in accordance with the provisions of the Arbitration Act of the Laws of Trinidad and Tobago Chapter 5:01 or any statutory modification thereof for the time being in force.

32. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, SUZETTE TAYLOR-LEE CHEE, Acting Permanent Secretary, Ministry of Finance for and on behalf of the Government of the Republic of Trinidad and Tobago has hereunto set her hand this 31st day of October, 2016 and ARTHUR COLLINS, Managing Partner of THE GROUP DC, LLC has set his hand this 31st day of October, 2016.

SIGNED by SUZETTE TAYLOR- LEE CHEE

Acting Permanent Secretary;

Ministry of Finance for and on
behalf of the Government of the
Republic of Trinidad and Tobago

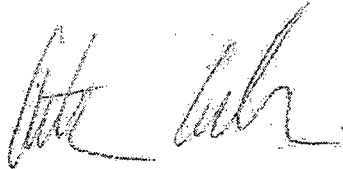


in the presence of:

Carla Carter
Attorney at - Law
Ministry of Finance
Port of Spain

SIGNED by ARTHUR COLLINS

for and on behalf of THE GROUP DC,
LLC in the presence of:



Carla Carter
Attorney - at - Law
Ministry of Finance
Port of Spain